

**EXHIBIT 1**

**Complaint**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

PHILLIP B. DETERDING,

Plaintiff,

vs.

USF REDDAWAY INC, a foreign corporation;  
and LARRY J. COOK and JANE DOE COOK,  
individually and the marital community composed  
thereof,

Defendants.

NO. 23-2-08729-7

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff against the above-named Defendants, and state and allege as follows:

**I. PARTIES & JURISDICTION**

1.1 Plaintiff is now and was at all relevant times hereinafter alleged, a resident of Clallam County, Washington.

1.2 Defendant Larry J. Cook is now believed to be, and was at all relevant times hereinafter alleged, a resident of Pierce County, Washington. If this defendant is married, his acts and omissions hereinafter described were for and on behalf of the marital community. Defendant

1 Larry J. Cook has been timely and personally served with a copy of Plaintiff's Summons and  
2 Complaint for Damages.

3 1.3 Defendant USF Reddaway Inc. ("Reddaway") is believed to be an interstate common  
4 carrier based out of Oregon.

5 1.4 Defendant Reddaway is registered with the U.S. Department of Transportation under  
6 DOT #: 62227.

7 1.5 The provisions of 49 CFR§301-399, commonly referred to as the "Federal Motor  
8 Carrier Safety Regulations" or "FMCSR" are applicable to this case and Reddaway, and Larry J.  
9 Cook were subject to and were required to obey these regulations at the time of the wreck and at  
10 all relevant times prior to the wreck.

11 1.6 Upon information and belief, Reddaway is the owner of the tractor and trailer in  
12 control of Larry J. Cook at the time of the incident.

13 1.7 Upon information and belief, at the time of the incident, Larry J. Cook was an  
14 employee and/or agent of USF Reddaway Inc.

15 1.8 Based on information and belief, and at all times material hereto, Defendant  
16 Reddaway is an Oregon corporation transacting business in Washington on the date of the wreck  
17 through its employees, agents, and/or representatives acting within the court and scope of their  
18 employment with USF Reddaway Inc.

19 1.9 The registered agent for Reddaway is 'C T Corporation System' and is located at  
20 711 Capitol Way S. Ste 204, Olympia, Washington 98501-1267. Defendant Reddaway's registered  
21 agent, C T Corporation System, has been timely and personally served with a copy of Plaintiff's  
22 Summons and Complaint for Damages.



1           2.6     At the same time, Plaintiff Phillip Deterding's vehicle was parked in the southwest  
2 corner of the 'Thurman Supply' parking lot, facing southbound.

3           2.7     Plaintiff Phillip Deterding was outside of his vehicle, standing near the passenger  
4 side, when the Defendant's semi-truck with attached tractor trailer struck the driver side front panel  
5 of Plaintiff's truck.

6           2.8     The rotation of Plaintiff's vehicle forced it to directly strike Plaintiff, knocking him  
7 to the ground, and rotate over the top of him.

8           2.9     Plaintiff's right leg became lodged in the rear differential of the truck.

9           2.10    Plaintiff's left foot became lodged in the rear tire, in an everted fashion.

10          2.11    Defendants' semi-truck and tractor trailer continued its uncontrolled roll and  
11 slammed into the sidewall of 'Okasan Japanese Restaurant'.

12          2.12    Plaintiff sustained serious bodily injuries and other damages as a result of the  
13 collision.

14                               **III. CAUSE OF ACTION--NEGLIGENCE**

15          3.1     Plaintiff re-alleges the allegations contained in Sections I through II and  
16 incorporates them as though fully set forth herein.

17          3.2     Defendants owed Plaintiff a duty of care and a duty to act reasonably.

18          3.3     Defendant Larry J. Cook breached his duty of care and his duty to act reasonably  
19 by, among other things, failing to safely operate a commercial vehicle and causing a collision into  
20 Plaintiff and Plaintiff's vehicle.

21          3.4     Defendant Larry J. Cook breached his duty of care and his duty to act reasonably  
22 by, among other things, failing to exercise ordinary care and causing a collision with Plaintiff and  
23 Plaintiff's vehicle.

1           3.5     As a result of the Defendant's negligent conduct, Plaintiff was injured and incurred  
2 damages, including without limitation, past and future medical expenses, past and future lost  
3 earnings, pain, suffering, disability, loss of enjoyment, and other damages.

4                   **IV. CAUSE OF ACTION – NEGLIGENT HIRING, TRAINING, RETENTION**  
5                   **& SUPERVISION**

6           4.1     Plaintiff re-alleges the allegations contained in Sections I through III above and  
7 incorporates them as though fully set forth herein.

8           4.2     Defendant Reddaway owed Plaintiff a duty of care and a duty to act reasonably by  
9 conducting safe and reasonable hiring practices to ensure drivers operating company vehicles were  
10 fit to be behind the wheel, to provide adequate training to their agents, contractors or staff regarding  
11 the safe operation of motor vehicles while conducting business, and by retaining employees who  
12 failed to meet this standard.

13          4.3     Defendant Reddaway further breached its duty of care and its duty to act reasonably  
14 by failing to properly supervise agents, contractors, and staff, including Defendant Larry J. Cook,  
15 regarding the safe operation of the company's vehicles while conducting business.

16          4.4     As a result of the negligent hiring, training, retention, and supervision practices  
17 committed by Defendant Reddaway, Plaintiff was injured, and sustained damages.

18                   **V. CAUSE OF ACTION—NEGLIGENT ENTRUSTMENT**

19          5.1     Plaintiff re-alleges the allegations contained in Sections I through IV and  
20 incorporates them as though fully set forth herein.

21          5.2     Defendant Reddaway owed Plaintiffs a duty of care and a duty to act reasonably.

22          5.3     Defendant Reddaway breached its duty of care and its duty to act reasonably by,  
23 among other things, negligently entrusting a commercial motor vehicle to Larry J. Cook, a person

1 they knew or should have known was reckless and/or incompetent and/or heedless to operate a  
2 commercial motor vehicle.

3 5.4 As a result of Defendant J.J. Sauter Trucking, Inc.'s tortious and negligent conduct,  
4 Plaintiffs were physically and emotionally injured, suffered, and continue to suffer, physical  
5 disability and pain, emotional trauma, medical expenses, and other damages.

6 **VI. CAUSE OF ACTION – AGENCY OR VICARIOUS LIABILITY**

7 6.1 Plaintiffs re-allege the allegations contained in paragraphs I through V and  
8 incorporate them as though fully set forth herein.

9 6.2 Defendant Reddaway is vicariously liable for the negligent, grossly negligent  
10 and/or reckless acts and omissions committed by Larry J. Cook, under the legal principles of  
11 *respondeat superior*, master/servant, and/or agency principles.

12 6.3 As a result of Defendants Larry J. Cook and Reddaway's conduct and omissions  
13 described herein, Plaintiff has suffered injuries and damages, both past and future, including  
14 without limitation, past and future medical expenses, pain, suffering, disability, and other damages.

15 **VII. NO CONTRIBUTORY NEGLIGENCE/COMPARATIVE FAULT**

16 7.1 Plaintiff re-alleges the allegations contained in paragraphs I through VI and  
17 incorporate them as though fully set forth herein.

18 7.2 The damages suffered by Plaintiff were not caused by any fault, carelessness, or  
19 negligence on his part, but were caused solely and proximately by the tortious acts and/or  
20 omissions of Defendants.

21 7.3 There are no other entities which caused or contributed to Plaintiff's injuries or  
22 damages.

1 WHEREFORE, Plaintiff prays for judgment against the Defendants, jointly and severally,  
2 as follows:

3 1. For all damages sustained by Plaintiff in an amount proven at trial, including past  
4 and future medical expenses and other health care expenses, pain and suffering, both mental and  
5 physical, past and future permanent partial disability and disfigurement, loss of enjoyment of life,  
6 damages to property, past and future special damages, and other damages;

7 2. Interest calculated at the maximum amount allowable by law, including pre- and  
8 post-judgment interest;

9 3. A reasonable attorney's fee as allowed by law;

10 4. Costs and disbursements pursuant to statute; and

11 5. Other and further relief as this Court may deem just and equitable.

12 Dated this 3<sup>rd</sup> day of August 2023.

13 **DAVIS LAW GROUP, P.S.**

14  
15 /S COLIN W. HUTCHINSON-FLAMING

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